INSANE PERSONS — ADJUDICATION OF INSANITY — LIABILITY FOR PARTNERSHIP DEBTS CONTRACTED AFTER FORMAL INQUISITION. — Upon formal inquisition, a member of a partnership was found to have been a lunatic without lucid intervals for two years. The plaintiff sued the partner's administratrix for goods sold and delivered to the partnership. *Held*, that the plaintiff can recover on contracts made before but not on those made after the inquisition. *Vautier's Estate*, 66 Leg. Int. 418 (Pa., Dist. Ct., June 19, 1909).

An agent's authority is terminated by the insanity of his principal. *Davis* v. *Lane*, 10 N. H. 156. But the relation of partnership, being dependent on a continuing contract, is closer, and is not dissolved merely by reason of a partner's insanity. *Jurgens* v. *Ittman*, 47 La. Ann. 367. Hence recovery was properly allowed on the partnership contracts made before the inquisition. Yet total insanity is a ground upon which equity may decree a dissolution. *Sayer* v. *Bennet*, 1 Cox Ch. 107. And it has been held that an adjudication of insanity dissolves the partnership without the aid of equity. *Isler* v. *Baker*, 6 Humph. (Tenn.) 85. *Contra*, *Raymond* v. *Vaughn*, 128 Ill. 256. If the partnership is dissolved, it follows that third persons, even though not having actual notice, cannot hold the insane partner's estate on contracts of the firm made after the inquisition. For although in the case of an ordinary dissolution, a third person having no notice may hold any member of the partnership on grounds of estoppel, it is well established that notice is unnecessary when the dissolution is by operation of law. *Bass Dry Goods Co.* v. *Granite City Mfg. Co.*, 116 Ga. 176; *Eustis* v. *Bolles*, 146 Mass. 413.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — BASIS OF FIXING RATES. — *Held*, that the Interstate Commerce Commission has no power to fix a rate based on the principle of equalizing advantages between localities. *Chicago, Rock Island & Pacific Ry. Co.* v. *Interstate Commerce Commission*, 171 Fed. 680 (Circ. Ct., N. D. Ill.). See NOTES, p. 135.

LANDLORD AND TENANT — TENANCIES FROM YEAR TO YEAR — UNPAID RENT FOR ONE PERIOD AS SEPARATE CLAIM. — By holding over after a lease for five years, the defendant became tenant from year to year to the plaintiff. After rent for two years had become due, the plaintiff recovered judgment for one year's rent, and now sues for the rent of the other year. *Held*, that the former judgment is not a bar to this action. *Kennedy* v. *The City of New York*, 42 N. Y. L. J. 153 (N. Y., Ct. App., Oct. 5, 1909).

The court recognizes that if several claims arising from the same contract have accrued, judgment recovered on one will bar an action on the others. *Secor* v. *Sturgis*, 16 N. Y. 548. *Warren* v. *Comings*, 6 Cush. (Mass.) 103. It is said, however, that in a tenancy from year to year there is a re-letting at the commencement of each year, so that the claim for each year's rent is separate and entire. *Austin* v. *Strong*, 47 N. Y. 679; *Borman* v. *Sandgren*, 37 Ill. App. 160. This view is not universally accepted. In distraining for rent, a landlord may treat the whole period of the tenancy as a single term. *Sherwood* v. *Phillips*, 13 Wend. (N. Y.) 478. But see *Alexander* v. *Harris*, 4 Cranch (U. S.) 298. In England, it has been held that in an ordinary tenancy from year to year, each year is a prolongation of the original term, and that there is not a re-letting at the beginning of each year, though it is suggested that the rule might possibly be otherwise, where the tenancy arises by holding over. *Gandy* v. *Jubber*, 9 B. & S. 15. The rule against splitting up a single cause of action is salutary, in that it reduces litigation; and it is submitted that there would be no injustice in applying it in the principal case where the divisibility of the cause of action, if it exists, rests on a highly refined distinction.

MUNICIPAL CORPORATIONS — LIABILITY FOR TORTS — DEFECTIVE CONDITION OF SCHOOL PLAYGROUND. — The defendant county council, which had all the

rights and duties of a school board, negligently failed to keep a school playground in the condition required by statute. As a result, a school boy was injured. *Held*, that the defendants are liable. *Ching* v. *Surrey County Council*, 25 T. L. R. 702 (Eng., K. B. D., July 5, 1909).

At common law, a municipal corporation is not liable for damage caused by its negligence in the exercise of purely governmental functions. See *Folk* v. *City of Milwaukee*, 108 Wis. 359. It is well established that the maintenance of schools by local boards as agents of the state is a governmental function. *Freel* v. *Crawfordsville*, 142 Ind. 27. See *Hill* v. *City of Boston*, 122 Mass. 344. Therefore a municipal corporation has been held not liable at common law for injuries to a pupil caused by the defective condition of the school house and grounds. *Wixon* v. *City of Newport*, 13 R. I. 454; *Finch* v. *Toledo Board of Education*, 30 Ohio St. 37. The reason sometimes given is that the board is not empowered to expend money raised by taxation to meet such claims. *Ernst* v. *West Covington*, 116 Ky. 850. The fact that the corporation is performing a public service from which it receives no corporate benefit, likens the school system to a vast charity, and the public interest would be subverted by the diversion of the public school funds to private claims. See *Ford* v. *School District of Kendall Borough*, 121 Pa. St. 543. Therefore a private action cannot be brought for a breach of a municipal corporation's public duty to maintain a school, unless such action is expressly or impliedly authorized by statute. *Cf. Gibson* v. *Mayor, Aldermen & Burgesses of Preston*, [1870] L. R. 5 Q. B. 218. Such authorization does not appear in the statute in the principal case.

PATENTS — EQUITABLE EXECUTION ON PATENT RIGHTS. — The plaintiff obtained a judgment against the defendant, a non-resident, who held no tangible property within the jurisdiction. Upon failure of legal execution, the plaintiff applied for the appointment of a receiver, by way of equitable execution, to receive the profits of three English patents owned by the defendant and within the jurisdiction. No present income was being derived from the patents. *Held*, that no receiver can be appointed. *Edwards & Co.* v. *Picard*, 25 T. L. R. 815 (Eng., Ct. App., July 30, 1909).

It has been repeatedly held that a patent right is property, though on account of its incorporeal nature, not subject to seizure and sale at common law. *Peterson* v. *Sheriff of San Francisco*, 115 Cal. 211. But equity has power to order its assignment and sale for payment of the patentee's judgment debt. *Gillett* v. *Bate*, 86 N. Y. 87; *Pacific Bank* v. *Robinson*, 57 Cal. 520. And upon the patentee's failure to execute such assignment, it is proper for the court to appoint a suitable person as trustee to execute the same. *Ager* v. *Murray*, 105 U. S. 126. The same result is reached by the appointment of a receiver to dispose of the patent for the creditor's benefit. *Blanchard* v. *Cawthorne*, 4 Sim. 566; *Petition of Keach*, 14 R. I. 571. The principal case limits the subjection of a patent right to equitable execution to those instances where income is being derived therefrom. This seems unsound on principle as well as on authority. For it would allow the debtor, by leaving his patent unworked, to defeat the creditor, when a sale or license of the patent might yield enough to pay the judgment debt.

QUASI-CONTRACTS — RECOVERY FOR BENEFITS CONFERRED WITHOUT CONTRACT — MEASURE OF DAMAGES. — Acting on what both parties erroneously believed to be a contract, the plaintiff made improvements on the defendant's land. Owing to the defendant's lack of business judgment the increased value of the premises was less than the cost of the labor and materials expended. *Held*, that the plaintiff can recover the value of the labor and materials. *Vickery* v. *Ritchie*, 202 Mass. 247.

To prevent unjust enrichment, a plaintiff can recover on a *quantum meruit* what he deserves under all the circumstances of the case. Negligence or want of skill reduces his damages. *Ervin* v. *Epps*, 15 Rich. Law (S. C.) 223, 229. And